



# Monmouth County Park System

805 NEWMAN SPRINGS ROAD, LINCROFT, NJ 07738  
[www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)

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*Posted to website 8/16/23*

## **NOTICE OF RFP Exempt Services**

The Monmouth County Park System is soliciting proposals through a **Fair and Open** process in accordance with the N.J.S.A. 19:44A-20.4 et seq.

Sealed RFP responses will be received by the Purchasing Agent on **Tuesday, August 29, 2023 at 10:00 AM** at the Park System Purchasing Department located at the Monmouth County Park System Headquarters, 805 Newman Springs Road, Lincroft, NJ 07738 at which time and place responses will be opened for:

### **PROFESSIONAL APPRAISAL SERVICES LUSTGARTEN (PS #56-23)**

Specifications and instructions may be obtained at the Purchasing Office or on the Monmouth County Park System website, [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com).

Respondents shall comply with the requirements of Affirmative Action P.L. 1975 C127 (N.J.S.A. 17:27 et seq). Statement of Ownership (N.J.S.A. 52:25 – 24.2) is required with your proposal. A copy of your New Jersey Business Registration is preferred with the proposal but mandatory prior to award of contract.

Jennifer Kaczala, QPA  
Purchasing Agent



**THE NATION'S FIRST ACCREDITED PARK AND RECREATION AGENCY**

*Serving the Citizens of Monmouth County Since 1961*  
**RECYCLED PAPER**

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## 1. Introduction

**The Monmouth County Park System invites you to submit a Proposal for Professional Appraisal Services of Block 55, Lot 20.06, Upper Freehold Township, Vacant Property, Owned by: Lustgarten, ±19.4 acres, Project: Additions to Crosswicks Creek Park, Interest: Fee Simple**

## 2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the Monmouth County Park System, hereinafter referred to as owners, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful Respondent, as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1. Proposal Submission Information

**Proposals must be accompanied by the completed "Proposal Checklist," and must be enclosed in a sealed envelope, bearing the project name and the name of address of the respondent on the outside.**

**Submission (On or Before) Date and Time: Tuesday, August 29, 2023 at 10:00 am**

**Number of Original Proposals to be submitted: Two (2) Original Proposals with Original Signatures**

**\*Please Note: Fax copies will not be accepted.**

#### **Submission Office:**

Jennifer Kaczala, QPA  
Purchasing Agent  
Monmouth County Park System Headquarters  
805 Newman Springs Road  
Lincroft, NJ 07738  
(732) 842-4000 Ext. 4217  
(732) 842-4162

Clearly mark the submittal package with the title of this RFP and the responding firm, addressed to the Purchasing Agent.

Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

## **2.2. Using Department Information**

Please direct all questions in writing, by mail, e-mail, or fax:

**Monmouth County Park System  
Acquisition & Design Department  
805 Newman Springs Road  
Lincroft, NJ 07738  
Attention: Melissa Bezahler  
732-842-4000, Ext. 4324  
732-842-3640 (Fax)  
E-mail: [Melissa.Bezahler@monmouthcountyparks.com](mailto:Melissa.Bezahler@monmouthcountyparks.com)**

## **2.3. Statutory and Other Requirements**

### **2.3.1. Compliance with Laws**

Any contract entered into between the vendor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contract Law. The vendor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services there under. The vendor shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.3.2. Mandatory Affirmative Action Compliance**

No firm may be issued a contract unless it complies with the Affirmative Action requirements of P.L. 1975, C. 127 as identified in the document attached.

### **2.3.3. Americans with Disabilities Act of 1990**

Discrimination on the basis of disability in contracting for the delivery of services is prohibited. Vendors are required to read Americans with Disabilities language that is part of the documents attached hereto and agree that the provisions of Title II of the Act are made part of the contract. The vendor is obligated to comply with the Act and hold the owner harmless.

### **2.3.4. Statement of Ownership**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or greater interest therein. The vendor shall complete and submit the form of statement that is included in this RFP.

### **2.3.5. N.J. Business Registration Certificate**

*N.J.S.A.* 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

## **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS GOODS, SERVICES, AND CONSTRUCTION\* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. \*In the case of a construction contract, "subcontractor" shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.

Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

THESE ARE SAMPLES OF BUSINESS REGISTRATION CERTIFICATES.

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Date of Issuance:	
For Office Use Only:	

OR

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 282 TRENTON, N.J. 08646-0282
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:		
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

### 2.3.6. Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### 2.3.7. Insurance

For the duration of this agreement, the vendor will procure and maintain insurance, at the vendor's expense, provided by insurance companies authorized to do business in the State of New Jersey, covering all services performed under this Agreement by the Professional or the Professionals subcontractors, as follows:

- (a) General Liability and Property Damage Insurance: The Professional shall maintain General Liability and Property Damage Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering the Professional and the Professional's subcontractors. The policy shall insure against claims for bodily injury, including accidental death, as well as claims for property damage which may arise from the services rendered under this Agreement, whether performed directly by the Professional or by the Professional's subcontractor or by anyone directly or indirectly employed by either.
- (b) Business/Personal Automobile Coverage: The Professional shall maintain Comprehensive Automobile Liability Insurance, in an amount of not less than \$1,000,000.00 combined single limit, covering all vehicles used by the Professional in furtherance of this contract, prior to commencement of work under this Agreement.
- (c) (For Professional Services Contract only) Professional Liability (Errors & Omissions) Insurance: The Professional shall maintain Professional Liability Insurance in an amount of not less than \$1,000,000.00 combined single limit covering the Professional and the Professional's subcontractor.
- (d) Workers' Compensation Insurance: The Professional shall maintain Workers' Compensation Insurance in accordance with the Laws of the State of New Jersey.
- (e) **Prior to award the lowest responsible bidder will provide the Park System with a copy of their Certificate of Liability Insurance in the amounts stated in the specifications. Bidder must supply the Certificate of Liability Insurance within five days of notification by the Agency. Failure to provide such Certificate within this time period will be grounds for rejection of bid. The certificate for Public Liability/Property Damage and Business/Personal Automobile coverage must name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents as additional insured on all policies except the Worker's Compensation policy.**

### **2.3.8. Indemnification**

The vendor hereby agrees to indemnify and hold harmless the Board of Recreation Commissioners and the County of Monmouth, their agents, servants, and employees from and against all loss, damage, claims, actions, liability and expense, in connection with the loss of life, bodily injury, and/or property damage, if occasioned in whole or in part by any negligent act or omission of the professional or the professional's agent's, servants, employees, and subcontractors limited to services performed under the terms and conditions of this contract. This obligation shall include the provision of a defense for the County of Monmouth and the Board at all stages of the claims or judicial process.

### **2.3.9. Alternate Dispute Resolution**

Non-Binding Mediation: If a dispute between the County and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation.

Either party may demand such mediation by written notice of the other party. The written notice shall contain at least (a) a brief statement of the nature of the dispute, and (b) the name, address, and phone number of that party's designated representative for the purposes of mediation. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present a list of at least five proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as the mediator. Each party shall rank the proposed mediators in order of preference.

The fifth person on each list will be excluded from further consideration. The chosen mediator shall be the person who is the combined highest-ranking mediator on both preference lists excluding the fifth person on each list. In the event of a tie, the mediator shall be chosen by lot. The parties will not be bound by the Rules of Evidence in presenting the positions before the mediator.

The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, the lack of such an agreement, as may be determined by the mediator.

Each party will bear its own costs of participation in mediation, and they will divide the costs of the mediations equally.

If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and to the other party, whereupon either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction over the dispute.

### **2.4. Addenda**

All addenda will be posted on the Monmouth County Park System website ([www.monmouthcountyparks.com](http://www.monmouthcountyparks.com)). It is the responsibility of the vendor to check the website prior to submission of proposal.

## **2.5. Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

## **2.6. Failure to Enter Contract**

Should the vendor, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another vendor.

## **2.7. Commencement of Work**

The vendor agrees to commence work after receipt of a Purchase Order and upon notice from the using department to proceed.

## **2.8. Termination of Contract**

If, through any cause, the vendor shall fail to fulfill in a timely and proper manner obligations under the Contract if the vendor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the vendor of such termination at least 30 days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the vendor any sum or sums set forth in the Contract.

The vendor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision. In case of default by the vendor, the owner may procure the articles or services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

## **2.9. Notice of Award**

The successful vendor will be notified of the award of contract upon a favorable decision by the governing body. The Purchasing Agent will then send a Purchase Order and Voucher to the vendor.

## **2.10. Prompt Payment of Construction Contracts P.L. 2006, c. 96 (if applicable)**

When the Professional has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of County Commissioners, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20-day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20<sup>th</sup> day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher, invoices will be forwarded to the Board of County Commissioners for their approval. All payments will be released in

accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

### **2.11. Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the vendor for the purpose of assisting the vendor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the owner or permitted by the owner to be used by their parties at any time except in the performance of the resulting contract. Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs, and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The vendor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplied on USB (Flash) Drive and/or CD-ROM media compatible with Microsoft Office Operating System.

### 3. Specifications

Revised 6-5-23

**PROVIDING PROFESSIONAL APPRAISAL SERVICES OF BLOCK 55, LOT 20.06, UPPER FREEHOLD TOWNSHIP, VACANT PROPERTY, OWNED BY: LUSTGARTEN, ±19.4 ACRES, PROJECT: ADDITIONS TO CROSSWICKS CREEK PARK, INTEREST: FEE SIMPLE**

If this box is checked, this appraisal is of a partial taking of \_\_\_\_\_ acres and a value estimate of a portion of the property shall be required with a statement of the Highest and Best Use before the acquisition and the Highest and Best Use of the remainder.

If this box is checked this is **not** a Green Acres Program project and this appraisal must conform only to the specifications contained herein.

If this box is checked, this is a New Jersey Green Acres Program project and this appraisal must conform with the Program's specifications as well as those contained herein. Please go to Green Acres Program website at <http://www.state.nj.us/dep/greenacres>; then into Site Index, then Appraisal Services – Scope of Work to obtain the current Green Acres Program specifications. All appraisers submitting a fee proposal for a Green Acres Program project must be on the Program's list of approved appraisers. Also, in addition to the site inspection, the appraiser may be required to attend a pre-appraisal, on-site meeting with representatives of the Park System and Green Acres.

If this box is checked, the appraisal will establish the current fair market value of a Conservation Easement. The Conservation Easement will protect the conservation values of the land by limiting future land use, development or subdivision. The *Before and After* method of valuation will be used with the fair market value of the Conservation Easement being equal to the difference between the fair market value of the land it encumbers *Before* the granting of the easement and the fair market value of the encumbered land *After* the granting of the easement. The analysis will be on the land only, without consideration of improvements. The Before Value will be based on the "highest and best use" of the subject property per current zoning, available utilities, as-of-right lot yield and other relevant factors. The appraisal shall show the analysis used to establish the Before Value and will consider at least five (5) comparable sales. The After Value will estimate the value of the subject property after the granting of the Conservation Easement with the analysis of at least five (5) comparable sales under similar development restrictions. Again, the current fair market value of the Conservation Easement will be the difference between the Before Value and the After Value.

The appraisal shall be prepared in accordance with the current Uniform Standards of Professional Appraisal Practice (USPAP) by a State Certified General Real Estate Appraiser. The appraisal shall be a Self-Contained Appraisal Report, as defined by USPAP Standards Rule 2-2. The report shall contain the following and in this order:

#### **INTRODUCTION**

- A. Title Page
  1. Name of property owner.
  2. Identification of property by street address, tax block(s) and lot(s), municipality and county.
  3. Area of the property in approximate acres and/or square feet.
  4. Interest being acquired.
  5. Date of valuation.

6. Identification of appraiser (name, firm and address).
7. Project – Additions to Crosswicks Creek Park.

B. Letter of Transmittal

1. Market value.
2. Date of valuation.
3. Appraiser's signature, S.C.G.R.E.A. number and date signed.
4. Information pertinent to the report.

C. Table of Contents

1. Reference required sections to specifically identified pages each consecutively numbered.

D. Summary of Salient Facts & Conclusions

1. Type of property.
2. Location of property.
3. Purpose of appraisal.
4. Inspection date.
5. Valuation date.
6. Land area of property.
7. Improvements, type, size and condition.
8. Highest and best use.
9. Interest appraised.
10. Value Indication:
  - a. Cost approach
  - b. Sales comparison approach.
  - c. Income approach.
11. Type of appraisal.
12. Type of report.
13. Name of property owner.
14. Date of report.
15. Special conditions.

E. Signed certification of appraisal

F. Statement of assumptions and contingent limiting conditions

**PURPOSE OF APPRAISAL**

- A. Reason for the appraisal, and statement of purpose and use.
- B. Description of rights or interest being acquired; fee, easement, full or partial taking.
- C. Definition of market value as indicated in USPAP, the Appraisal Institute.

**SITE INSPECTION**

- A. Copy of an owner notification letter sent via Certified Mail, Return Receipt Requested and postmarked no later than ten (10) days prior to the inspection date which states, "This letter is being sent in compliance with the Eminent Domain Act (1971) which requires that a property owner be notified when his/her property is being appraised by a government entity possessing the power of

Eminent Domain. Please do not construe that this confirms that the government entity will invoke this power.” (Include copy of notification letter and Return Receipt in the addenda.)

- B. Statement regarding invitation to the landowner to accompany the appraiser on the site inspection and a listing of people who accompanied the appraiser.

## **DESCRIPTION OF PROPERTY**

### A. General Property Identification

1. Region, county, municipality, block(s) and lot(s) and street address.
2. Neighborhood, development and value trends.

### B. Site Description

1. Physical characteristics, size and shape (average width, maximum depth) and approximate total area.
2. Present use, road frontage.
3. Existing easements and rights-of-way.
4. Streams, ponds and Category One streams.
5. Topography and steep slopes.
6. Special features.
7. Wetlands, soils and environmental constraints or hazards. All freshwater wetland analysis shall be based on the NJ Freshwater Wetlands maps unless a wetland delineation survey is available. **It is estimated that approximately  $\pm$  15% of the subject property is in wetland.** In the event a wetland delineation survey is provided after completion of this appraisal, the appraiser shall provide a letter of addendum which will revise the appraised value, if warranted, with this letter to be provided at no additional charge. The Monmouth County Park System will provide a GIS map of the property showing wetlands present, based on NJDEP maps.
8. Utilities present, i.e. water, sewer, gas and electric. If utilities are not present, make statement regarding alternate provision of services.

### C. Description of Improvements

1. Number and uses of buildings or structures.
2. Type and quality of construction.
3. Age and condition.
4. **Sketches of all improvements with dimensions shown, even if a statement is made in the appraisal report that improvements do not contribute to value. (Appraisal will be used to provide historical record of property and all improvements and shall provide improvement(s), value(s)).**
5. Interior layout and special features.
6. Type of heat; note presence of above ground and underground oil tanks, propane tanks, gasoline tanks, etc.

### D. Interest Being Appraised

1. Entire taking or partial taking with detailed description of taking and remainder.
2. Easements, life estates, etc.
3. Fee Simple estate.

### E. Title History

1. Include copy of deed if sold within last five (5) years and list Grantor, Grantee, Deed Book, Page and Date of Recording. If not transferred in last five (5) years, so note.
2. Report and analyze any Contract of Sale, Option, Listing Agreements or Subdivision Plans.

F. Current Assessment and Taxes

1. Include current Land and Improvement Assessment, tax rate and assessment ratio.

G. Zoning

1. State the municipal Land Use Zoning and any State environment laws or Department of Environmental Protection rules and regulations in effect at the time of the site inspection that affect the value of the property.

**HIGHEST AND BEST USE**

**NOTE:** The appraiser shall consider the uses of the property that are physically possible, legally permitted, financially feasible and maximally productive.

- A. The Highest and Best use of the property as if Vacant and Improved.
- B. If the existing and/or legal use is not the premise on which valuation is based, the appraisal shall contain an explanation that the property is available and adaptable for a different Highest and Best Use and there is a demand for that use in the market.
- C. In a partial taking, the appraiser shall state the specific Highest and Best Use of the property before acquisition and the Highest and Best Use of the remainder.

**APPRAISAL PROCESS AND DOCUMENTATION**

- A. In a partial taking in the hypothetical condition, the remainder shall conform to the current zoning and the Before and After method of valuation shall be used to value the entirety, the remainder and the partial taking. These values shall be based on the premise that there are no damages to the remainder resulting from the partial taking, unless otherwise directed by the Park System. The value for a partial taking shall be of land only. Improvements shall not to be taken into consideration, as improvements will remain in the landowner's ownership on the remainder. Where the partial taking is deemed to have limited or no development potential as a stand-alone lot, its contributory value shall be established as a portion of the Before value of the entirety. In such a case, the value of the remainder lot, plus the value of the partial taking shall equal the value of the entirety.

If the partial taking is deemed to potentially be a stand-alone, developable lot, a statement to this effect shall be made by the appraiser in the report. If the appraiser confirms the development potential of the partial taking with a municipal zoning officer, the zoning officer's name, title, and date of the conversation shall be provided in the appraisal report. If the partial taking does not conform to current zoning requirements, the appraiser shall discuss the points of non-conformance and mention the need for a zoning variance and the likelihood of obtaining same, if known. For a partial taking, at least five (5) vacant, unimproved land sales shall be used in the valuation.

- B. The appraisal shall define all three (3) approaches to value and shall include all applicable approaches to value. If an approach is not considered applicable, the appraiser shall state why in the report. All pertinent calculations used in developing the approaches shall be shown.
- C. Where the Cost Approach is utilized, the appraisal shall note the specific source of Cost Data and an explanation of each type of accrued depreciation.
  1. At least five (5) comparable land sales presented in a sales grid for comparison and analysis.
  2. Structure value shall be determined through the Marshall Valuation Service, and/or Marshall & Swift, etc. for the estimated replacement cost and depreciation and shown in the report.

- D. **For County insurance purposes, the appraisal report shall provide the replacement value of all the structures, with a value for depreciation, even if the Cost Approach is determined by the appraiser not to be applicable to the highest and best use value conclusion for the property.**
- E. **In the Sales Comparison Approach, the appraiser shall always consider comparable sales within the immediate vicinity and the same market area as the subject property. The appraisal report shall contain a direct comparison of pertinent comparable sales to the subject property and a statement setting forth the analysis and reasoning supporting each item of adjustment.**
1. At least five (5) comparable sales shall be **considered and** recited in the report.
  2. In relation to each comparable sale the appraiser shall state:
    - a. Sale price.
    - b. The date of sale including Deed Book, Deed Page and recording date.
    - c. Grantor/Grantee.
    - d. Consideration.
    - e. Financing – parties, rate amount and terms.
    - f. Conditions of sale.
    - g. Location – block, lot, street address, municipality, county.
    - h. Total area.
    - i. Types of improvements, if applicable.
    - j. Zoning – use and area requirements.
    - k. Highest and Best Use at the date of sale.
    - l. Person or agency with whom sales information was verified.
    - m. Other pertinent analysis and evaluation data (i.e. utilities, easements, etc.).
    - n. Narrative explanation of each item of adjustment.
  3. A grid of comparable sales indicating categorical adjustments shall be included. It is recommended that, if total categorical adjustments exceed 40-50% for a comparable sale, that it be replaced with another comparable sale that will require less total categorical adjustment due to greater market similarities to the subject property.
  4. The appraiser must verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney. Sales to non-profit groups must be verified with the Grantee to determine the zoning utilized or other special appraisal scenarios that would affect value.
  5. Pertinent comparable sales data shall include identified photographs of the comparable sale.
  6. All comparable sales shall be personally inspected in the field by the appraiser.
  7. Tax map depiction of each comparable sale is to be included.
  8. Value conclusion shall be shown as the value of the entirety or, if applicable, value of the portion of the property being appraised, and shall also be shown on a per acre basis for all land values.
- F. Where the Income Approach is used, the appraisal report shall be documented to support the income, expenses, interest rate, remaining economic life and capitalization rate.
1. Economic rent will be supported by comparable leases.
  2. Comparable lease location map and photos must be included.
  3. When it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
  4. When estimating the value of a leased fee estate or a leasehold estate, consider and analyze the effect on value, if any, of the terms and conditions of the lease.
- G. Where two or more of the approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach as well as a reasonable explanation for the final conclusion of value.

**NOTE:** As the County of Monmouth is a condemning authority, there is a possibility the appraiser may be asked to appear before a condemnation panel or court to support the estimate of fair market value. For this reason, the appraiser is strongly encouraged to support all statements made in the appraisal regarding market trends and resultant impacts to value through the use of footnotes and by listing all sources. Generalizations and unsupported statements should be avoided. Along with this, all calculations should be clearly explained and illustrated for ease of understanding.

Also, prior land sales to the County of Monmouth and to all other Government entities transactions should not be used as comparable sales in the appraisal as County and Government entities have the right of Eminent Domain, which may impact value. However, as a last resort, when no other private comparable sales are available, and with the prior approval of the contracting agency (MCPS), sales to government agencies and/or nonprofit groups may be used but must be verified with the Grantee to determine the zoning utilized, as well as any other special appraisal scenarios, that would affect value.

Be aware that the appraisal will become a “public record” and may be subject to review through an Open Public Records Act (OPRA) request by either the public or the press. The appraisal will provide the basis for potential acquisition of real estate by the County of Monmouth for public park and recreation purposes and the expenditure of public open space funds.

Appraisal shall conform to common standards for written English with correct grammar, punctuation, tenses, etc. and present a value conclusion that is “reasonable and well-supported.”

## **PHOTOGRAPHS**

The appraisal shall include identified photographs of the subject property including all principal above ground structures or unusual features affecting the value of the property.

Labeled photographs of all of the comparable sales analyzed are required.

## **MAPS**

The appraisal report shall contain a tax map or project reference map of the subject property indicating boundary dimensions, locations of improvements and significant features of the property. In reference to partial acquisitions, a map indicating the area to be acquired, the relationship of the improvements to the taking area and the area of the remainder will be provided.

## **PROJECT IMPACT ON EVALUATION**

The appraiser shall disregard any decrease or increase in market value of the subject property prior to the date of valuation caused by the public improvement or project for which the property is to be acquired.

## **ADDENDA AND EXHIBITS**

The appraisal report shall include:

- A. Location Map – should show location of subject in relation to general area.
- B. Comparability Map – indicates subject property and location of comparable sales.

- C. Certified Letter to property owner.
- D. Deed, if sold within the last five (5) years.
- E. Wetland and orthophoto aerial maps as shown in this specification and supplied by the Monmouth County Park System.
- F. Plat plan and other pertinent exhibits.
- G. Wetlands and environmental constraints map.
- H. Soils map with soil type coverage and soil constraints and limitations to development.

### **WORK PRODUCT SUBMISSION**

- A. The appraiser shall deliver three (3) signed, certified true copies of the appraisal report to the Monmouth County Park System, Land Preservation Office. The copies of the report may be printed either single or double-sided, at the appraiser's option.  
  
[ ] If this box is checked, this is a Green Acres Program project and five (5) copies of the report shall be delivered.
- B. **The Appraiser shall also provide Appraisal Report on two (2) CD-Rs and/or two (2) USB (Flash) Drives in .pdf format.**

### **COMPLETION OF SERVICES**

- A. Authorization to Proceed: upon entering into a contract for this appraisal, work shall be completed **within thirty (30) days** of the Property Site Inspection.

### **AWARD OF CONTRACT**

- A. Award of contract shall be based on lowest price submitted and other considerations, at the discretion of the Monmouth County Park System, such as:
  - Qualifications of the appraiser and other individuals who will perform the appraisal and the amount of their respective participation.
  - Experience of the appraiser and reputation in the appraisal field.
  - Ability to perform the task in a timely fashion (including staffing, familiarity with subject matter, attendance at meetings, etc.) and to meet specification timeframe.
  - Competitiveness of rates (fees and expenses).
  - Familiarity with the real estate market in Monmouth County and the valuation of property within the county.
  - Familiarity with the type of property being appraised.
  - Other factors, if demonstrated to be in the best interest of the County.
  - Licenses, certification and professional associations of the appraiser.
  - Geographic location of the appraiser's office.
  - Ability to render appraisal services promptly and professionally.
  - References, other than employees of the Monmouth County Park system.
  - Size of the project.
  - The likelihood of a need for expert testimony.
  - Other factors relevant to the specific project.
  - Understands, follows, and consistently meets appraisal specifications.

## **QUALIFICATIONS**

- A. Appraiser must have significant experience in providing appraisal services to New Jersey counties and/or other New Jersey public entities.
- B. Appraiser must have significant experience in public land acquisition pursuant to the New Jersey Eminent Domain Act and providing testimony in New Jersey Superior Court as an expert witness in appraisal matters on behalf of counties and/or other New Jersey public entities.
- C. Appraiser must satisfy the USPAP Competency Rule for this appraisal assignment.

## **SUBMISSIONS TO BE INCLUDED WITH FEE PROPOSAL**

- A. Name of the individual(s) that will prepare the appraisal.
- B. Professional experience, qualifications and education of the individual(s) to perform the appraisal including a listing of experience with the County of Monmouth and/or experience with other New Jersey counties or public entities, upon request.
- C. Listing of professional licenses and certifications held by the individual(s) to perform the appraisal.
- D. Provide separate hourly rates for the appraiser(s) and all employees in the firm that would be involved in providing testimony or in preparation for providing testimony in Superior Court.
- E. A description of the support staff available to the individual(s) that will prepare the appraisal.
- F. A list of professional references other than employees of the Monmouth County Park System with information on previous projects, with names, addresses and telephone numbers of individuals with direct knowledge relating to the appraiser's experience in the preparation of appraisals, upon request. (Please use attached form).
- G. Upon request, the successful firm shall supply a copy of a recent appraisal(s) prepared for governmental entities for public land acquisition projects.

**PROPERTY DETAIL REPORT**

Owner: Kenneth Lustgarten

Address: School House Road

Block: 55 Lot: 20.06

Municipality: Upper Freehold Twp.

Total Assessment: \$16,400.00

Land Assessment: \$16,400.00

Improvements Assessment: \$0.00

Total Taxable Assessment: \$16,400.00

Assessed Year: 2023

Improved %: 0%

Tax Year: 2023

Property Tax: \$364.24

Area: ±19.4 acres

[New Search](#)   [Assessment Postcard](#)   [Property Card](#)

Block: **55**   Prop Loc: **SCHOOL HOUSE RD**   Owner: **LUSTGARTEN, KENNETH**   Square Ft: **0**  
 Lot: **20.06**   District: **1351 UPPER FREEHOLD**   Street: **83 MEIRS RD**   Year Built: **0000**  
 Qual: **QFARM**   Class: **3B**   City State: **CREAM RIDGE, NJ 08514**   Style:

**Additional Information**

Prior Block: **55**   Acct Num:   Addl Lots:   EPL Code: **0 0 0**  
 Prior Lot: **20.6**   Mtg Acct:   Land Desc: **19.4 AC**   Statute:  
 Prior Qual: **QF**   Bank Code: **0**   Bldg Desc: **F0364**   Initial: **000000** Further: **000000**  
 Updated: **06/27/23**   Tax Codes:   Class4Cd: **0**   Desc:  
 Zone: **AR**   Map Page: **23**   Acreage: **19.4**   Taxes: **356.55 / 364.24**

**Sale Information**

Sale Date: **08/23/13**   Book: **9036**   Page: **9405**   Price: **1**   NU#: **10**

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
<a href="#">More Info</a>	08/23/13	9036	9405	1	10	0	LUSTGARTEN, KENNETH

**TAX-LIST-HISTORY**

Year	Property Location	Land/Imp/Tot	Exemption	Assessed	Property Class
<u>2023</u>	SCHOOL HOUSE RD	16400	0	16400	3B
		0			
		16400			
<u>2022</u>	SCHOOL HOUSE RD	15700	0	15700	3B
		0			
		15700			
<u>2021</u>	SCHOOL HOUSE RD	15700	0	15700	3B
		0			
		15700			
<u>2020</u>	SCHOOL HOUSE RD	15700	0	15700	3B
		0			
		15700			

\*Click on Underlined Year for Tax List Page

[\\*Click Here for More History](#)

REVISIONS	
NO.	DATE
1	10/1/00
2	10/1/00
3	10/1/00
4	10/1/00
5	10/1/00
6	10/1/00
7	10/1/00
8	10/1/00
9	10/1/00
10	10/1/00



Block 55, lot 20.06  
 Upper Freehold Twp.  
 ± 19.4 acres  
 vacant  
 Owner: Kenneth Lustgarten  
 Adjoins to Crosswicks Creek  
 Crosswicks Creek tributary

THIS SHEET WAS  
 FORMALLY CERTIFIED  
 ON APRIL 12, 1986  
 AND ASSIGNED SERIAL  
 NO. 889, SIGNED BY  
 IVAN HAFKROWITZ

TAX MAP  
 UPPER FREEHOLD TOWNSHIP  
 MONMOUTH COUNTY, NEW JERSEY  
 T.A.M. '00 2nd 2nd 2nd  
 THOMAS CRAIGER, P.L.S.  
 SOROK DEPALMA

10, 2000 0000000 05 07 0000000 00 0000

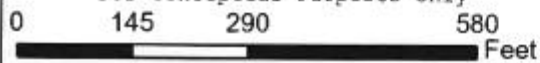


**Aerial Map**

Owner: Kenneth Lustgarten  
 School House Road  
 Upper Freehold Twp.

Block 55, Lot 20.06  
 +/- 19.4 acres

For Conceptual Purposes Only





**Legend**

- Kenneth Lustgarten property
- Park Boundaries
- State Open Space
- Municipal Boundaries
- Roads
- Streams



08/2023

# Wetlands Designation

-  Uplands: +/- 85 %
-  Potential Wetlands: +/- 15%

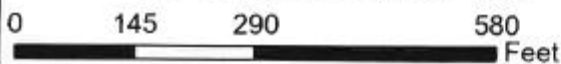


## Wetlands Map

Owner: Kenneth Lustgarten  
 School House Road  
 Upper Freehold Twp.

Block 55, Lot 20.06  
 +/- 19.4 acres

For Conceptual Purposes Only



## Legend

-  Kenneth Lustgarten property
-  Park Boundaries
-  State Open Space
-  Municipal Boundaries
-  Streams
-  Roads



08/2023

# PROPOSAL FORMS CHECKLIST

## (PS # 56-23)

(Owner's checkmarks) Items submitted with bid  
(Bidder's INITIALS)

↓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH THE PROPOSAL IS MANDATORY CAUSE FOR REJECTION OF THE PROPOSAL** ↓

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Respondent's Proposal (two copies requested)      | _____ |
| <u>X</u> | Statement of Ownership                            | _____ |
| <u>X</u> | Non-Collusion Affidavit                           | _____ |
| <u>X</u> | Acknowledgement of Addenda/Clarification (if any) | _____ |

**B. ITEMS PREFERRED WITH THE PROPOSAL, BUT MANDATORY PRIOR TO AWARD OF CONTRACT**

- |          |  |       |
|----------|--|-------|
| <u>X</u> | Copy of Respondent's N.J. Business Registration Certificate                  | _____ |
| <u>X</u> | Copy of subcontractors N.J. Business Registration Certificate                | _____ |
| <u>X</u> | EEO/Affirmative Action Compliance Notice                                     | _____ |
| <u>X</u> | Certificate of Employee Information Report                                   | _____ |
| <u>X</u> | Reference/List of previous and/or active relevant work                       | _____ |
| <u>X</u> | Disclosure of Energy Sector Investment Activities in Russia-Belarus and Iran | _____ |

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT OFFICIAL COMPANY NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS**

**P R O P O S A L**

**PROFESSIONAL APPRAISAL SERVICES OF BLOCK 55, LOT 20.06, UPPER FREEHOLD TOWNSHIP, VACANT PROPERTY, OWNED BY: LUSTGARTEN, ±19.4 ACRES, PROJECT: ADDITIONS TO CROSSWICKS CREEK PARK, INTEREST: FEE SIMPLE**

TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.

The undersigned hereby declares that he/she has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that he/she will execute the contract according to the specifications, terms, and conditions with respect to the following:

Cost to conduct a Site Inspection and submit an Appraisal Report. \$ \_\_\_\_\_  
TOTAL COST \$ \_\_\_\_\_

Appraisal services shall not commence until appraiser receives a Purchase Order from the Park System and shall be completed **WITHIN THIRTY (30) DAYS** of the Property Site Inspection.

Payment schedule for services shall be as follows:

100% of contracted amount shall be paid when three (3) copies of the Appraisal Report [five (5) copies if Green Acres Program project] and two (2) CD-Rs and/or two (2) USB (Flash) Drives in .pdf format are delivered to the Monmouth County Park System.

VARIANCE IF ANY: \_\_\_\_\_  
\_\_\_\_\_

The undersigned is a partnership under the laws of the State of \_\_\_\_\_  
(circle one) a corporation an individual a partnership

having principal offices at:

ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ WEB ADDRESS: \_\_\_\_\_

CONSULTANT (Printed): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_

FEDERAL TAX ID # OR SOCIAL SECURITY # \_\_\_\_\_

STATE CERTIFIED GENERAL REAL ESTATE APPRAISER \_\_\_\_\_

\* Please note: Requirements for Certificate of Liability Insurance to be submitted before award of contract, Page 7, Item #2.3.7 (e)\*

**ALL APPRAISAL REPORTS SHALL BECOME THE PROPERTY OF THE MONMOUTH COUNTY PARK SYSTEM**

## CONSULTANTS QUALIFICATION AND REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

### References

1. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
2. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
3. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_
  
4. Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF OWNERSHIP**

(N.J.S.A. 52:25-24.2)

The CONTRACTOR is (check one):

- Partnership       Corporation       Sole Proprietorship       Limited Liability Partnership
- Limited Liability Corporation       Limited Partnership
- Subchapter S Corporation       Other, Please List \_\_\_\_\_

I certify that:

No individual person or entity owns a 10% or greater interest in the Contractor.

**OR**

The list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the Contractor. However, if a parent entity holding 10% or more is a publicly traded entity, then the Contractor in complying with N.J.S.A. 52:25-24.2 may submit the name and address of each publicly traded entity, and the name and address of each person holding 10% or more beneficial interest in the publicly traded entity as of the last annual filing with the Security Exchange Commission (SEC), or foreign equivalent.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Check here if additional sheets are attached.

**NOTE:** If an entity owns a 10% or greater interest in the Contractor, list all owners of 10% or greater interest for each such entity. Repeat the process of disclosure as necessary for each tier or level of ownership until the name and address of each individual person who owns a 10% or greater interest in each listed entity has been disclosed.

**Publicly Traded Parent Company Disclosure:**

Provide the Website (URL) providing the last annual Security Exchange Commission (SEC) filing, or foreign equivalent:

\_\_\_\_\_

The requested information is available on the following page number(s) of the SEC, or foreign equivalent, filing:

\_\_\_\_\_

CONTRACTOR \_\_\_\_\_

SIGNED BY: X \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(Corporate seal if a corporation)

Revised 6/2020

**NON-COLLUSION AFFIDAVIT**

(N.J.S.A. 52:34-15)

STATE OF \_\_\_\_\_ )

§:

COUNTY OF \_\_\_\_\_ )

**Re: Professional Appraisal Services of Block 55, Lot 20.06, Upper Freehold Township, Vacant Property, Owned by: Lustgarten, ±19.4 acres, Project: Additions to Crosswicks Creek Park, Interest: Fee Simple**

I, \_\_\_\_\_ (name)  
of full age, being duly sworn according to law, on my oath depose and say:

I am the \_\_\_\_\_ (title)

of \_\_\_\_\_ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by my firm for the purpose of securing business.

Signed: X \_\_\_\_\_

Subscribed and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_.

**EXHIBIT A**

**MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE  
N.J.S.A. 10:2-1**

**CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR  
FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract.

This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)*

*N.J.A.C. 17:27 et seq.*

#### GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at [www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

## EXHIBIT C

### **AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability**

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 2/2017)

**EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?      Yes       No**   
**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?      Yes       No**   
**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

**COMPANY:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
**PRINT NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**Monmouth County Park System  
Prohibited Russia-Belarus Activities & Iran Investment Activities**

Person or Entity	
<b>Part 1: Certification</b>	
<p align="center">COMPLETE PART 1 BY CHECKING <b><u>ONE OF THE THREE BOXES BELOW</u></b></p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:</p> <p><a href="https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf">https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf</a>  <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>.</p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.</p>	
<b>CONTRACT AWARDS AND RENEWALS</b>	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
<b>CONTRACT AMENDMENTS AND EXTENSIONS</b>	
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
<b>IF UNABLE TO CERTIFY</b>	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>

**Part 2: Additional Information**

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

**Part 3: Certification of True and Complete Information**

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Monmouth County Park System is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Monmouth County Park System to notify the Monmouth County Park System in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Monmouth County Park System and that the Monmouth County Park System at its option may declare any contract(s) resulting from this certification void and unenforceable.*

<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

**MONMOUTH COUNTY PARK SYSTEM**  
**805 NEWMAN SPRINGS ROAD**  
**LINCROFT, NJ 07738**  
**(732) 842-4000**

**ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION**

BIDDER acknowledges receipt of the following listed Addenda or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda or Clarification. (BIDDER must type or print acknowledged Addenda or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda (s) were issued.

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum or Clarification # \_\_\_\_\_ Date Received: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

PS/Bid#: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_